

AMENDMENT TO
EASEMENT, USE RESTRICTION AND ROAD MANAGEMENT AGREEMENT

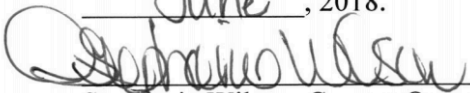
WHEREAS, an EASEMENT, USE RESTRICTION AND ROAD MANAGEMENT AGREEMENT, dated April 23, 2018, and filed at Book 503, Page 395 of the General Records in the office of the Register of Deeds, Saunders County, Nebraska on April 25, 2018 shall be amended to clarify the restrictions as they relate to Parcel 7 and to clarify the cost of installation provisions for the road which is a subject of the original agreement,


NOW THEREFORE, the undersigned agree that this Amendment to the EASEMENT, USE RESTRICTION AND ROAD MANAGEMENT AGREEMENT (hereinafter "Easement Agreement") set forth above, shall run with the land and their assigns shall benefit therefrom and that the following amendments shall amend only such portions of the original agreement as indicated:

1. That the restriction regarding the use or construction of a lagoon on Parcel 7, for the benefit of Parcel 1, is desired due to the proximity and elevation concerns as the two lots are situated, and that the limitation is only for a lagoon, whether it be for sewage, containment, retention, waste or other purposes. A septic system shall be allowable on said lot provided it meets all zoning, state and local laws, rules and regulations.
2. That paragraph 10 of the Easement Agreement be amended as follows:

No lagoon, including but not limited to a sewage, retention, containment, waste or other lagoon, shall be installed, constructed or used on Parcel 7, described on Exhibit A attached hereto, and shall only be released or modified upon the written and recorded agreement of the owner of Parcel 1 hereafter.
3. The cost of installation of the original road described in the Easement Agreement has been paid for and completed by the current owners. All costs for the roadway incurred after or beyond the original installation, as described in the Agreement, shall be shared as described in the Easement Agreement.
4. All other terms, conditions and provisions of the Easement Agreement shall remain binding and operative.

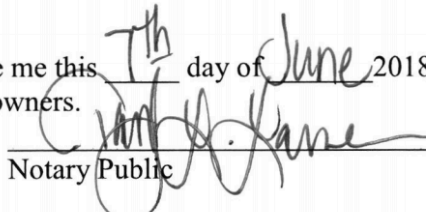
IN WITNESS WHEREOF, the Owner of Parcels 1, 2, 3, 4, 5, 6 and 7 as more fully described on Exhibit A, has caused these presents to be executed, this 7th day of June, 2018.


Stephanie Wilson, Current Owner


Dale Wilson, Current Owner

STATE OF NEBRASKA)
)
) SS.
COUNTY OF SAUNDERS)

The foregoing instrument was acknowledged before me this 7th day of June 2018 by Stephanie Wilson and Dale Wilson, husband and wife, owners.


Notary Public

